

Request for Proposals
Website Design and Construction



for the City of Nevada City

Proposals due Friday, May 29, 2015 at 5:00pm (PST)

City of Nevada City
317 Broad Street
Nevada City, CA 95959

www.nevadacityca.gov

I. INTRODUCTION AND GOALS

The City of Nevada City is seeking proposals from firms or individuals interested in providing website design and construction services to redesign the City website. Once built, the website will become the property of the City of Nevada City. The City's primary goals for the redesign of www.nevadacityca.gov are:

- A. Update the current website with a contemporary and responsive design that is customer-focused and includes intuitive navigation and a powerful search mechanism;
- B. Foster a positive image for the City of Nevada City;
- C. Provide an innovative, visually pleasing, and easy to use resource for residents, businesses, visitors, and others;
- D. Provide a content management system (CMS) that can be easily updated via a web browser by all City staff;
- E. Provide pages for all major City programs, departments, and services;
- F. Assure ADA accessibility guidelines and requirements are met;
- G. Provide a website that can easily push information out to residents through several methods, including, but not limited to, direct e-mail, RSS feeds, and social media platforms; and
- H. Provide a website that can be easily integrated with third-party vendor services such as online payment systems and video streaming services.

II. INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed Proposals shall be received at City Hall, 317 Broad Street, Nevada City, CA until **5:00 p.m. (PST) on Friday, May 29, 2015**. Each Proposal must include an original plus three copies and one electronic PDF copy.

- A. **Clarifications:**
Any questions about requirements or any other instruction contained within the RFP or relating to the RFP should be directed in writing via e-mail to Mark Prestwich, City Manager, at Mark.Prestwich@nevadacityca.gov by **5:00pm (PST) on May 15, 2015**.
- B. **Definitions:**
The following meanings are attached to the following defined words when used in these specifications. The word "City" means the City of Nevada City, California. The word "Vendor" means the person, firm, or corporation submitting a Proposal on these specifications or any part thereof. The abbreviation RFP means "Request for Proposal" and refers to this document

in whole and consists of all of the documents contained herein and attached hereto.

C. Proposal Form:

The Proposal must be made in the format specified herein for that purpose, enclosed in a sealed envelope, and marked "Proposal to Furnish Website Design and Construction", and addressed to the City of Nevada City, 317 Broad Street, Nevada City, CA 95959. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax, e-mail, or telephonic proposals will be considered.

Any unauthorized conditions, limitations, or provisos attached to a Proposal will render it non-responsive and may cause its rejection. Alterations must be explained or noted in the Proposal over the signature of the Vendor.

D. Reservation:

The City reserves the right to revise or amend these specifications prior to the deadline set for opening Proposals. Revisions and amendments, if any, will be announced by an addendum to this Proposal. If the revisions require additional time to enable Vendors to respond, the City may postpone the deadline accordingly. In such case, the addendum will include an announcement of the new deadline. Receipt of any acknowledged addenda must be on the proposal form. Failure to acknowledge any addendum may render the Proposal non-responsive and cause it to be rejected.

The City reserves the right to reject any and all Proposals received, to take all Proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any Proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective Proposals received. The City reserves the right to reject any Proposal not accompanied with all data or information required.

This Proposal does not commit the City to award an agreement or to pay any cost incurred in the preparation of a Proposal. All responses to this Proposal become the property of the City of Nevada City. The intent of the descriptions found in this document will govern when any part of the descriptions, specifications, materials, qualities or methods are not completely described, and therefore must be construed to be the same as similar parts that are specified as if fully detailed and set forth in this document.

E. Standards for Evaluation of Proposals:

The City staff will use the following priorities, as well as pricing, in determining which Proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the specifications, prior experience with comparable Proposals, delivery, and cost.

- Quality of the services offered (personnel, experience, expertise, design, etc.);
- The ability, capacity and skill of the Vendor to perform the required duties or provide the materials and services;
- The capacity of the Vendor to perform or provide the service promptly, within the time specified, and without delay or interference;
- The ability of the Vendor to produce all required or requested services to the complete satisfaction of the City in a timely manner;
- The ability of the Vendor to provide future diagnostics, maintenance, or repair services of the website as may be required; and

The City will have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above.

F. Firm Price:

Prices for the services specified are to remain firm for the term of the agreement.

G. Errors and Omissions:

The Vendor will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Vendor's specifications submitted with its Proposal. Full instruction will always be given when errors or omissions are discovered.

H. Professional Services Agreement:

The Vendor to whom the award is made will be required to enter into a written agreement with the City of Nevada City. All materials or services supplied by the Vendor will conform to the applicable requirements of the City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the specifications contained herein. In case of default by the Vendor, the City reserves the right to procure the articles or services from other sources and to hold the Vendor responsible for any excess cost incurred by the City hereby.

I. Indemnification:

VENDOR shall defend, hold harmless and indemnify the City and its officers, employees, and agents (collectively the "Indemnities") from any and all demands, claims, actions, proceedings, causes of action, damages, judgments, awards, settlements amounts, penalties, fines, assessments, charges, fees, forfeitures, losses, liabilities, obligations, costs and expenses (collectively, "Claims") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of VENDOR or VENDOR's employees, subcontractors or agents in the performance of professional

services under the agreement (including Claims for infringement of intellectual property rights of any third party).

In connection with all Claims not covered by the preceding paragraph, VENDOR shall defend, hold harmless and indemnify the Indemnities from any Claims arising out of, pertaining to, or relating to VENDOR's performance of the agreement. VENDOR shall defend the Indemnities in any action or actions filed in connection with any such Claims with counsel of City's choice and shall pay all costs and expenses (including actual attorney's fees) incurred in connection with such defense.

J. Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Manager
 City of Nevada City
 317 Broad Street
 Nevada City, CA 95959

VENDOR: Name
 Street
 City, State, Zip

III. SPECIFICATION OF SERVICES

A. General Requirements:

In addition to any specific technical input or features listed in the scope of services listed below, the Vendor will be expected to:

- Act as project manager of a team to ensure timely completion of work;
- Coordinate with City staff to ensure timely delivery of website in accordance with agreement;
- Work with various City staff to ensure complete website pages and content; and
- Migrate all desired information from current City website to new website.

B. Scope of Services:

A final scope of work will be developed with the City and the Vendor submitting the selected proposal at the time of selection. The following acts

only as a preliminary scope to generally communicate the City's expectations. The City wants to redesign its website so that residents, businesses, and visitors can easily navigate and access information, receive information from the City and download or self-populate available City forms. This RFP is for web design services and support only, and does not include hosting the site.

The following are the desired capabilities of the new website:

1. *Branding/Common Theme/Consistent Design*: Establish a unified theme throughout the City's website in accordance with City style, logo and brand guidelines. However, the established theme should also provide the flexibility to allow for different City functions and some level of individuality and/or functionality between City functions and departments.
2. *Style Guide and Templates*: Work with City staff to develop a website style guide that will include guidelines regarding use of colors, fonts, graphics and images. Ability to create auto populating and/or smart fields with predictive text is desired. Graphic files must be relevant to the site and designed for optimal loading.
3. *Search*: Provide comprehensive and powerful search capability similar to Google search technology that easily guides users to relevant pages. It is desirable to include an auto suggest feature for keyword searches.
4. *Search Engine Optimization (SEO)*: Website should have the ability to create user friendly URLs, add metatags, keywords and descriptions. Please provide information on your SEO performance.
5. *Content Management System (CMS)*: The City's website requires a robust content management environment that is easily accessible and user friendly to all content contributors with varying degrees of technical expertise.
 - a. Provide a WYSIWYG (what you see is what you get) editor that allows any content (text, image, tables, charts, hyperlinks, etc.) to be easily added, modified, deleted, copied, pasted and formatted with or without HTML code, and must include spell and grammar check.
 - b. Ability to track content history, maintain and view/restore previous versions of web pages and content, support action dates and check for and repair outdated links on expired or archived content.
 - c. Ability to establish start and stop dates for content publishing.
 - d. All web content should be in HTML or in a format approved by the City to provide ease of viewing, printing, and downloading, and in alternate ADA acceptable download formats.
 - e. Ability to add/edit/delete images, documents, calendars, pages, sections and hierarchical menu items.

- f. Ability to manage user access, assign roles, groups and permissions.
 - g. Ability to integrate with merchant solution providers.
- 6. *Navigation Integration*: Provide hierarchical menu structure with consistent orientation and content flow, and support for breadcrumbs and dynamic site mapping.
- 7. *Responsive Framework*: Website shall be developed within a responsive framework so that the layout is supported across various devices ranging from tablets and smartphones to desktops and laptops. Provide capability for device detection and mobile previewing. Please describe how your product supports content for multiple devices.
- 8. *Libraries*: CMS tool shall provide a file, image and video repository. All uploaded content should have the ability to be posted to the website for public access and be searchable.
 - a. File repository: allow users to upload documents of any file type into designated folders.
 - b. Image repository: allow users to mass upload images with the ability to automatically size and resize images and thumbnails.
 - c. Video repository: allow users to upload or embed video files.
- 9. *Business Transactions*: Provide capability to implement and support online transactions (a variety of payments, including secure credit card payments; recreation class registration, business license applications, building permit applications, employment applications, etc.) via links to third-party applications and allow for developing new applications as part of the website framework.
- 10. *Subscription Services*: Provide capability to subscribe to a variety of City documents (agendas, minutes, press releases, meeting advisories, list serves, etc.) and broadcast email notifications, with links to chosen documents as they are published on the City's website.
- 11. *Streaming Video*: Provide capability to embed streaming video of Council meetings, Planning Commission meetings, and other City-produced programming. The video streaming must be viewable on multiple platforms including mobile devices.
- 12. *Forms Creation/Printing*: Provide capability to create online forms and surveys that can generate automatic email responses and store form data. Provide links or embedded plug-ins such as Adobe Reader for opening, viewing and printing forms. Provide users with the ability to export form data.

13. *Site Map*: Provide capability to view a dynamic site map, detailing the contents of the website.
14. *Website Analytics*: Provide ability to track page hits per City departments/functions/ individual pages and allow for reporting function and statistics that display total pages, popular pages, browsers used, etc.
15. *Social Networking/Mobile Users*: Providing capability to utilize and integrate with social media tools (Twitter, Facebook, Pinterest, YouTube, etc.) is desirable. Please explain how your product supports delivering of content across social media channels and monitors social media.
16. *Compliance*: The website must be in compliance with the Americans with Disabilities Act (Section 508c). Please provide suggestions regarding accessibility. Website shall also meet PCI Compliance standards and be World Wide Web Consortium (W3C) compliant.
17. *Multiple Languages Support*: Please note whether website content may be translated. If so, please provide a list of languages and separately identify the cost of translation services (if applicable).
18. *RSS Feeds*: Provide capability to integrate RSS feeds.
19. *Logging*: System shall provide a detailed log of all (or specific areas of) website activity.
20. *City Calendar Feature*: Provide monthly and daily calendar views that are easily viewed by the end user and maintained by City staff. Provide support for separate multiple calendars.
21. *Content Migration*: The City anticipates the new website will feature some existing and new content. Content will be provided by City staff. Option for the conversion of existing content and/or providing technical assistance for the conversion of existing online interactive applications must also be included. Current website also incorporates content hosted by third-party vendors. In some cases, this content uses current City website template design. Provisions for providing this style of integration with third party applications must also be included. Features such as interactive maps and forms must be included.

C. Implementation:

It is anticipated that selected Vendor and City will conduct several planning meetings prior to the commencement of work on the website. Planning meetings will focus on but are not limited to design features and components, overall layout of website and location of links and pages, home page heading topics (i.e. visitors, residents, City services etc.), timeline, and potential additional features.

D. Website Support:

Proposal must include all costs associated with monthly or annual technical support and hourly rates for any necessary changes to design outside of the CMS.

E. Training Plan:

Proposal should include plan and timeline for training of City staff on use of the CMS. In addition, please include cost schedule for additional training.

IV. TERMS AND CONDITIONS

A. Conduct and Relationship with City:

The City of Nevada City expects the full cooperation and support of the successful vendor in the performance and execution of the services as specified. The City has sole discretion over what it deems to be satisfactory performance and in the best interest of the City.

B. Acceptance:

Submission of a response to this RFP will constitute acknowledgment and acceptance that the primary goals of this RFP as set forth in the "Scope of Services" section will be met and fully agreed to by the successful vendor.

V. SUBMISSION REQUIREMENTS

This section provides instruction to respondents relating to proposal submissions:

1. The title page of the proposal must contain the company's name, address, telephone number, email address and fax number of the principal contact.
2. The proposal must contain a table of contents.
3. Provide an executive summary of the project approach, major objectives and milestones.
4. Proposals must provide an accurate detailed description of the proposed services.
5. Provide a complete description of how service delivery will be accomplished.
6. Provide a description of the company's experience and abilities.
7. Provide a list of references including a contact person's name, phone number and email address.
8. The proposal must include resumes of all principals involved in the project, and their roles and responsibilities for the proposed project.

9. The proposal should include requested software/hardware information, integration information, cost associated with the design and implementation of the new website and any other related project information.
10. The proposal must provide a complete design and implementation strategy including the need of any subcontracted services required to fulfill the proposal requirements.
11. If any portion of the project is not included in the proposal, it must be clearly stated.
12. The proposal must include an estimated project timeline for each phase of the project. The timeline must be as realistic as possible and will be included in the contractual agreement.
13. A detailed scope of work is required. The scope of work must include all tasks necessary to effectively meet the requirements for all phases of the project. The method and steps associated with the process of obtaining all of the required information to complete the project, including assistance expected from the City should be clearly outlined.
14. Provide a comprehensive list of website design and implementation experience. The list should include the number of years of experience and websites designed by your firm. Include website addresses, agency/company name and contact person. The contact person's work address, work phone number, email address and hard color copies of the website home pages. The listed companies may be contacted for reference information.
15. A section of the proposal must provide information on relevant website development experience and the company's ability to meet the project requirements.
16. Provide an outline of costs associated with the design of the website for each category identified in this RFP. The proposal must clearly state the total project cost, as well as individual line item costs, for each category below:
 - a. Internet website redesign
 - b. Content management system software/framework
 - c. Implementation
 - d. Content migration
 - e. Ongoing content update cost (maintenance)
 - f. Training
 - g. Support
 - h. Annual maintenance cost

VI. PROPOSAL EVALUATION AND SELECTION

All proposals properly received by the proposal due date and time will be evaluated by City staff. The proposals will be ranked and an interview may be conducted with selected vendors. The final Vendor selected as the most qualified to provide the requested services will be invited to negotiate an agreement based on the City's standard Agreement, which is attached. If an agreement is not reached, negotiations may be terminated and commenced

with the next most qualified Vendor. The City reserves the right to conduct additional interviews as necessary.

The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis. The City reserves the right to reject any or all proposals at its sole discretion. The City is not liable for any costs incurred by the submitting parties or their Vendors in preparing the proposal.

VII. GENERAL PROPOSAL TERMS AND CONDITIONS

Agreement Requirement - The selected Vendor shall execute a written agreement with the City within ten (10) calendar days after notice of selection has been provided to the Vendor at the address given in the proposal. The Agreement shall be made in the form adopted by the City. The Vendor warrants that he/she/it possesses, or has arranged through subcontracts, other equipment, labor, and materials necessary to carry out and complete the scope of services hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes and regulations.

Agreement Assignment - The Vendor shall not assign, transfer, convey or otherwise dispose of the Agreement, or its right, title or interest, or its power to execute such an Agreement, to any individual or business entity of any kind without prior written consent of the City.

Non-Discrimination - In the performance of the terms of the Agreement, the Vendor agrees that it will not engage in, nor permit such concessionaires or subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Communications Regarding RFP - If there is doubt as to the meaning or intent of any part of this RFP, or if discrepancies or omissions in the RFP are discovered, a written request via e-mail for an interpretation or correction thereof may be submitted to Mark Prestwich, City Manager, City of Nevada City (Mark.Prestwich@nevadacityca.gov). Interpretation or correction of the Request for Proposals shall be made only by addendum duly issued by the City. A copy of any such addendum will be mailed or delivered to each person receiving the RFP, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing will receive a written response from the City.

Modification or Withdrawal of Submittals - Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the proposing party. To be considered, however, the modified proposal must be received by the time and date specified in the RFP.

Property Rights - Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

Confidentiality - Prior to selection of a Vendor, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After selection and award of

the operating contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals - The City reserves the right to amend the Request for Proposals by addendum prior to the final proposal submittal date.

Non-Exclusive Contract - The City reserves the right to contract with other firms or individuals during the Contract term or to issue multiple contracts for individual aspects of the project as may be deemed in the best interests of the City.

Insurance – Without limiting the Vendor's indemnification of the City, Vendor shall provide and maintain at its own expense, the insurance listed herein and as further specified in Exhibit "B" covering its operations

1. Worker's Compensation - The Vendor shall procure and maintain, during the life of the Agreement contract, workers' compensation insurance.
2. Failure to Procure Insurance- The Vendor's failure to procure or maintain the required insurance shall constitute a material breach of contract under which the City may immediately terminate the Agreement or, at its discretion, procure or renew such insurance to protect the City's interests. Should the City, in its sole discretion, be required to pay any and all premiums in connection with the exercise of this clause, the City shall recover all monies so paid from the Vendor, or deduct all monies so paid from payment(s) due to the Vendor.
3. Underlying Insurance - The Vendor shall be responsible for requiring indemnification and insurance from its employees receiving mileage allowance or reimbursement, Vendors, agents, and subcontractors, if any, to protect the Vendor's and the City's interests, and for ensuring that such persons comply with any applicable insurance statutes.
4. Evidence of Coverage - Evidence of coverage must be submitted and approved prior to commencement of work or any tenancy.

Non-Commitment of City - This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the Request for Proposals, if it is in the best interest of the City to do so.

Conflict Of Interest - Neither Vendor nor any employees, agents, or subcontractors of Vendor who will be assigned to this project, to the best of Vendor's knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this Contract. Should either party hereto learn of any

such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict City may terminate the agreement immediately.

Waiver of Conflict of Interest Disclosure - The City Manager may determine in writing that the Vendor is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of the City's Conflict of Interest policy. Such written determination shall include a description of the Vendor's duties and, based upon that description, a statement of the extent of disclosure requirements.